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FILED
Clerk
District Court

MAR 15 2006

For The Northern Mariana Islands
By _____
(Deputy Clerk)

8 IN THE UNITED STATES DISTRICT COURT
FOR THE
9 NORTHERN MARIANA ISLANDS

10 TRANS PACIFIC EXPORT COMPANY
11 LLC,

12 Plaintiff,

13 vs.

14 MARY ANN S. MILNE,

15 Defendant.
16

Civil Action No. CV 05-0032

ANSWER TO COUNTERCLAIM

Date: N/A
Time: N/A
Judge: Alex R. Munson

17
18 Plaintiff/Counter-defendant Trans Pacific Export Company LLC answers the
19 Counterclaim of Mary Ann S. Milne as follows:

20 1. In answering paragraph number 1 of the counterclaim Trans Pacific admits
21 this Court has jurisdiction over this matter.

22 2. In answering paragraph number 2 of the counterclaim Trans Pacific admits
23 Trans Pacific Export Company is a limited liability company organized under the laws of the
24 State of Oregon, with its principal place of business in Oregon.

25 3. In answering paragraph number 3 of the counterclaim Trans Pacific admits
26 Mary Ann Milne is a U.S. Citizen domiciled in the CNMI.

27 4. In answering paragraph number 4 of the counterclaim Trans Pacific admits
28

1 the allegations contained therein.

2 5. In answering paragraph number 5 of the counterclaim Trans Pacific admits
3 that as sublessee it exercised the option to extend the sublease but denies all other allegations and
4 statements contained therein.

5 6. In answering paragraph number 6 of the counterclaim Trans Pacific denies
6 the allegations contained therein.

7 7. In answering paragraph number 7 of the counterclaim Trans Pacific denies
8 the allegations contained therein.

9 8. In answering paragraph number 8 of the counterclaim Trans Pacific denies
10 that the corporation, Basic Construction, gave notice of the exercise of the option, admits that it
11 negotiated with Mary Ann Milne for an extended lease, but denies such negotiations began after
12 September 27, 2004, and further denies all other allegations contained therein.

13 9. In answering paragraph number 9 of the counterclaim Trans Pacific denies
14 the allegations contained therein.

15 10. In answering paragraph number 10 of the counterclaim Trans Pacific
16 admits it paid rent under the negotiated terms of the extended lease, but denies all other
17 allegations contained in paragraph 10.

18 11. In answering paragraph number 11 of the counterclaim Trans Pacific
19 denies the allegations contained therein.

20 12. In answering paragraph number 12 of the counterclaim Trans Pacific
21 denies the allegations contained therein.

22 13. In answering paragraph number 13 of the counterclaim Trans Pacific
23 denies the allegations contained therein and further denies on information and belief that Basic
24 Construction breach the lease in the year 2000 or at any other time or in any manner.

25 14. In answering paragraph number 14 of the counterclaim Trans Pacific
26 admits the allegations contained therein.

27 15. In answering paragraph number 15 of the counterclaim Trans Pacific
28 admits the allegations contained therein.

1 16. In answering paragraph number 16 of the counterclaim Trans Pacific
2 admits the allegations contained therein.

3 17. In answering the allegations in paragraph 17 of the Cause of Action –
4 Quiet Title, Trans Pacific incorporates by reference each and every admission and denial
5 contained in paragraphs 1 through 16 of this answer to counterclaim.

6 18. In answering paragraph number 18 and its subparts of the counterclaim
7 Trans Pacific denies the allegations contained therein.

8 19. In answering paragraph number 19 of the counterclaim Trans Pacific
9 denies the allegations contained therein.

10 20. In answering paragraph number 20 of the counterclaim Trans Pacific
11 denies the allegations contained therein.

12 21. In answering paragraph number 21 of the counterclaim Trans Pacific
13 denies the allegations contained therein.

14 22. Trans Pacific Export admits that it has a right and title to the property but
15 denies, on information or belief, each and every other allegation of paragraph 22 of the
16 counterclaim as no factual information is alleged regarding any new or additional terms of the
17 lease.

18
19 **WHEREFORE**, Trans Pacific Export Company LLC respectfully request of this Court
20 for the dismissal of the Counterclaim, for costs and attorney's fees, and for such other and further
21 relief as the Court may deem just and proper.

22
23 Date: March 14, 2006

24
25 SMITH & WILLIAMS
26 Attorney for Plaintiff

27 By: 
28 ERIC S. SMITH